

✓ FILED  
- 2011 FEB -2 P 12:49  
CLERK OF DISTRICT COURT  
CLERK OF DISTRICT COURT  
CLERK OF DISTRICT COURT

ROBERT ALLEN WALLS  
12400 VENTURA BLVD #926  
SUTIO CITY, CA 91604  
(818)261-9474  
Pro Se

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

ROBERT ALLEN WALLS,	)	Case No.: 2:10-CV-00291-GMN-RJJ
	)	
Plaintiff,	)	<b>PLAINTIFF'S DECLARATION IN</b>
	)	<b>SUPPORT TO RESTAIN DEFENDANTS</b>
vs.	)	<b>FROM SELLING SUBJECT PROPERTY</b>
	)	<b>IN VIOLATION OF NEVADA LAW</b>
RECONTRUST COMPANY, N.A.; BAC	)	
	)	
HOME LOAN SERVICING, LP;	)	
	)	
Defendant	)	

I, ROBERT ALLEN WALLS, Plaintiff in this case appeared at the scheduled Nevada Loan Mediation hearing on January 20, 2011, in good faith and having providing all the needed documents required of me, hoping to mediate a fair loan reduction on the subject property. But Bank of America merely put me through the cookie cutter formalities in the Nevada Loan Mediation hearing they did when I applied for the Loan Modification process over the phone. I failed to meet their criteria and I was declined for any mediation and told my only option was to do a short sale with in seven (7) days or they would proceed with the foreclosure process in sixty (60) days.

There was no good faith extended by Bank of America, it was strict, by the book formalities, having no interest in helping a homeowner who's loan

1 for a \$229,000 house, was appraised by Bank of America on December 28, 2010  
2 for \$108,000.

3 The State Of Nevada sued Bank of America Loan Servicing LP/Reconstrust,  
4 Case No. A-10-631557-B, filed Friday December 17, 2010 for routinely  
5 misleading consumers about home loan modifications, failing to follow  
6 through, leaving borrowers in limbo and violating the State's consumer fraud  
7 act. Should Bank of America be allowed to do loan modifications in Nevada  
8 while this suit is pending?

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 In Mr. Jorgensen, Defendants' Renewed Request for Status Conference, he  
11 states I presented myself at the corporate offices for the Defendants and  
12 "demanded" to see the original promissory note, is misleading.

13 The events are as follows; I spoke with Martin Miranda, NV Mediation  
14 Coordinator, of the National Default Servicing Corporation about the  
15 documents that he had forwarded to me. One (1), being a certified document  
16 (Exhibit A). I asked Mr. Miranda if he could contact Mr. Thomas Huyan at  
17 Reconstrust, whose name and signature appear on the document to set up a  
18 viewing of the documents listed. He said yes, Mr. Miranda called the numbers  
19 he had for Reconstrust to set up a viewing and advised me to call as well.  
20 After unsuccessful attempting to reach someone/anyone with Reconstrust, I went  
21 to the address on the document. (Exhibit A)

22 The address of Reconstrust was a Bank of America building. At the main  
23 lobby I asked the Security Guard at the desk if Mr. Thomas Huynh was employed  
24 there. He directed me to the employee security entrance. The Security Guard  
25 at the employee desk directed me to a black tinted non descript door where  
the Reconstrust entrance is hidden. I spoke with the receptionist who would

1 not allow me to enter until I explained whom I was there to see. She invited  
2 me in, and called Mr. Thomas Huyah. When he arrived I showed him the document  
3 and asked if it was his signature (Exhibit A), he said yes. I "politely"  
4 asked if I could view the documents listed, again he said yes and instructed  
5 me to follow him to his desk. He pulled up the information on his computer  
6 and set out to retrieve the documents, he returned 25 minutes later with no  
7 documents and explained he was unable to find them. One of Mr. Huynh's co-  
8 workers, Mr. Nam Diep, said that someone would call me set up a time for me  
9 to view the documents.

10 It was obvious that Mr. Huynh and Nam Diep were Bank of America  
11 employees and had documentation and certificates of appreciation for their  
12 work rendered from Bank of America easily seen around their desks.

13 This is a conflict of interest that the Trustee and the Beneficiary are  
14 one and the same entity.

15 Mr. Nam Diep called a few days later and told me to contact Mr.  
16 Jorgensen to set up a viewing of the documents. The next day I sent Mr.  
17 Jorgensen, an email. A week later Counsel replied that he was trying to  
18 arrange an inspection time and date, and would contact me as soon as he had  
19 done so. As of this writing nothing has transpired. I assume that Mr.  
20 Jorgensen's, non-response is an admission that he cannot produce them.

21 The Certified Document was signed in California presented as evidence  
22 in a Nevada Mediation Hearing, and signed by Mr. Thomas Huynh, under the  
23 penalty of perjury under the laws of the "State of Texas". (Exhibit A)

24 It is the right of the Borrower, under the Truth In Lending Act to know  
25 who is the rightful owner of the Promissory Note. The Truth in Lending Law  
provides for the submission of documents involved in mortgage loans.

1 In researching recorded assignments in the Clark County Records office  
2 there is no clear chain of Title, giving BAC Home Loans Serving, LP; no  
3 authority to foreclosure on the property. I present the findings of three (3)  
4 Loans that are in question with the Default. All Exhibits are on file with  
5 the Clark County Recorder. One (1), an email correspondence supplied by David  
6 Upton, Account Manager for Impac Funding Corp.

7 1) Filed on 3/5/2004, Deed of Trust, Instrument No. 20040305-03187 was the  
8 First (1<sup>st</sup>) Loan, in the amount of \$171,500. The Lender was Mortgage  
9 Loan Specialists, Inc., Chicago Title as the Trustee, and the Lender,  
10 Mortgage Loan Specialists, Inc. as the Beneficiary. (Exhibit B)

11 2) Filed on 3/5/2004, Deed Of Trust, Instrument No. 20040305-03188 was the  
12 Second (2<sup>nd</sup>) Loan, in the amount of \$49,000. The Lender was Mortgage  
13 Loan Specialists, Inc., Chicago Title, Trustee, and the Lender,  
14 Mortgage Loan Specialists, Inc., as the Beneficiary. (Exhibit C)

15 3) Filed on 10/24/2006, Deed of Trust, Instrument No. 20061024-0005136 was  
16 a New Loan refinancing the above two (2) Loans into one (1), in the  
17 amount of \$229,000. The Lender was Countrywide Home Loans, Inc.,  
18 Recontrust Company, Trustee and MERS as the Beneficiary. (Exhibit D)

19 4) Filed on 12/07/2006, Substitution Of Trust and Full Reconveyance,  
20 Instrument No. 2040305-03187. (This Instrument No. correlates to the  
21 loan filed on 3/05/2004 for \$171,000 Exhibit "B"); substituting a new  
22 Trustee, Recontrust (already the Trustee with the filing of the new  
23 Loan in Exhibit "D"), assigns Impac Funding Corp. as the new  
24 Beneficiary. Which superseded the old Beneficiary MERS, of the Loan  
25 Exhibit "D" Instrument No. 20061024-0005136. (Exhibit E)

- 1 5) Filed on 5/23/2007, Assignment Of The Deed of Trust, Instrument No.  
2 2040305-03187. (This Instrument No. correlates to the loan filed on  
3 3/05/2004 for \$171,000 Exhibit "B"); Mortgage Loan Specialists, Inc.,  
4 assigning the Deed Of Trust over to Impac Funding Corp. (Exhibit F)
- 5 6) Filed on 8/17/2010, Corporation Assignment Of Deed Of Trust Nevada,  
6 Instrument No. 20061024-0005136, (This Instrument No. correlates to the  
7 loan filed on 10/24/2006 for \$229,000 Exhibit "D") Assigning BAC Home  
8 Loans Servicing, LP FKA Countrywide Home Loans Servicing LP. Who  
9 assigns them the Deed Of Trust? (Exhibit G)
- 10 7) Emails on 1/6-7/2011, correspondence supplied by Mr. David Upton,  
11 Account Manager for Impac Funding Corp. In information supplied by Mr.  
12 Upton it shows that Impac Funding Corp. was only the owner of the Loan  
13 Instrument No. 20040305-03188 the Second (2<sup>nd</sup>) Loan, in the amount of  
14 \$49,000, and was paid off in full on October 26, 2006. Mr. Upton has no  
15 record of Impac Funding Corp. ever having been assigned the Loan  
16 Instrument No. 2040305-03187, the loan filed on 3/05/2004 for \$171,000  
17 Exhibit "B", or ever being the beneficiary on the Loan of the same  
18 Instrument No., Assigned to them in Exhibit "E". (Exhibit H)

19  
20 The Exhibits speak for themselves, there is probable cause to wonder  
21 why Bank of America has been allowed to cover-up their shady dealings and  
22 pose as the real party of interest, as it states in the Complaint filed in  
23 the State of New York Court in Manhattan on January 27,2011, Dexia Holdings  
24 Inc. et al v Countrywide Financial Corp. et al.

25 Hopefully this will curtail the massive fraud and corruption of the  
banking system in the mortgage/foreclosure meltdown that is eating at the

1 soul of our social fiber of our once great country, we have all become  
2 victims of their criminal activities.

3 I ask of the court under the due process of law, that we are all equal  
4 before the law, and have the Counsel for the Defendants produce the Original  
5 Note, the Original Deed of Trust and/or each assignment of the Deed of Trust,  
6 to clear up all questions of their rightful ownership and their legal  
7 standing to foreclose on subject property.

8  
9 Dated this 31<sup>th</sup> day of January, 2011

10  
11 By



12 ROBERT ALLEN WALLS  
13 12400 VENTURA BLVD #926  
14 SUTIO CITY, CA 91604  
15 PRO SE  
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20  
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23  
24  
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# EXHIBIT A

CERTIFICATION OF DOCUMENTS PURSUANT TO NV A. B. 149 AND AMENDED  
FORECLOSURE MEDIATION RULES, RULE 5, SECTION 10

I, Thomas Huynh, declare:

1. I am an MLO-Servicing Team Manager employed by:

☒ ReconTrust Company, N.A.

☐ Bank of America

☐ \_\_\_\_\_

At 1800 Tapo Canyon Road, Simi Valley, Ca. and am authorized to execute this certification of documents on its behalf. I have personal knowledge of the facts contained in this declaration and, if called as a witness, could and would competently testify to them.

2. In my capacity as an employee of the above-referenced company, I am in actual possession of the

☒ original promissory note

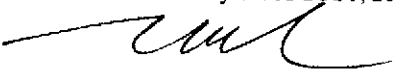
☒ original deed of trust

☒ each assignment of the promissory note and/or deed of trust

at issue in this matter, designated in our records as Loan No. 151302059 regarding property address 5222 PIONEER CABIN COURT, NORTH LAS VEGAS, NV 89031, and borrower(s) ROBERT ALLEN WALLS.

3. The attached copies of the above-referenced documents are true and correct copies of the original promissory note, deed of trust, and each assignment of the promissory note and/or deed of trust in my actual possession as an employee of ReconTrust Company, N.A.

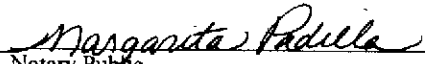
I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct and that this declaration is executed on this 27<sup>TH</sup> day of AUGUST, 2010 at Simi Valley, California.

  
Thomas Huynh, DECLARANT

STATE OF CALIFORNIA  
COUNTY OF VENTURA

On August 27, 2010 before me, Margarita Padilla, Notary Public, personally appeared Thomas Huynh, Servicing Team Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/authorizes capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public,





# EXHIBIT B

CLARK COUNTY, NEVADA  
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:

NORTH AMERICAN TITLE COMPANY

Assessor's Parcel Number: 124-31-225-010

Recording Requested By:  
MORTGAGE LOAN SPECIALISTS, INC.03-05-2004 14:53 DOM  
BOOK/INSTR: 20040305-03187  
TRUST DEED PAGE COUNT: 25  
FEE: 38.00  
RPTT: .00And When Recorded Return To:  
MORTGAGE LOAN SPECIALISTS, INC.  
4695 MACARTHUR COURT 11 TH FLOOR  
NEWPORT BEACH, CALIFORNIA 92660  
Loan Number: 04020109

RECEIPT/CONF. COPY - HAS NOT BEEN COMPARED TO THE ORIGINAL

S140JM

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**DEED OF TRUST****DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MARCH 1, 2004, together with all Riders to this document.

(B) "Borrower" is ROBERT ALLEN WALLS, A SINGLE MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is MORTGAGE LOAN SPECIALISTS, INC.

Lender is a CALIFORNIA CORPORATION organized  
and existing under the laws of CALIFORNIALender's address is 4695 MACARTHUR COURT 11 TH FLOOR, NEWPORT BEACH,  
CALIFORNIA 92660

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is CHICAGO TITLE, A CALIFORNIA CORPORATION

(E) "Note" means the promissory note signed by Borrower and dated MARCH 1, 2004

The Note states that Borrower owes Lender ONE HUNDRED SEVENTY-ONE THOUSAND FIVE  
HUNDRED AND 00/100 Dollars (U.S. \$ 171,500.00)plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not  
later than APRIL 1, 2034(F) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."

EXHIBIT C

20040305  
.03188CLARK COUNTY, NEVADA  
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:

NORTH AMERICAN TITLE COMPANY

03-05-2004 14:53 DOM

OFFICIAL RECORDS

BOOK/INSTR: 20040305-03188

PAGE COUNT: 15

FEE: 31.00  
RPTT: .00

Assessor's Parcel Number: 124-31-225-010

Recording Requested By: MORTGAGE LOAN  
SPECIALISTS, INC.

And When Recorded Return To:

MORTGAGE LOAN SPECIALISTS, INC.  
4695 MACARTHUR COURT 11 TH FLOOR  
NEWPORT BEACH, CALIFORNIA 92660

Loan Number: 04020119

2-1 (b) 51

2/16/11

(Space Above This Line For Recording Data)

## DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of MARCH, 2004, among the  
Grantor, ROBERT ALLEN WALLS, A SINGLE MAN

(herein "Borrower"),

CHICAGO TITLE, A CALIFORNIA CORPORATION

(herein "Trustee"), and the Beneficiary,

MORTGAGE LOAN SPECIALISTS, INC., A CALIFORNIA CORPORATION  
a corporation organized and existing under the laws of CALIFORNIA  
whose address is 4695 MACARTHUR COURT 11 TH FLOOR, NEWPORT BEACH,  
CALIFORNIA 92660

(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably  
grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County  
of CLARK, State of Nevada:  
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N. #: 124-31-225-010THIS SECURITY INSTRUMENT IS SUBORDINATE TO AN EXISTING FIRST  
LIEN(S) OF RECORD.

which has the address of 5222 PIONEER CABIN COURT, NORTH LAS VEGAS

[Street]

[City]

Nevada 89031

(herein "Property Address");

[Zip Code]

20040305  
03188

TOGETHER with all the Improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property."

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated MARCH 1, 2004 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 49,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 1, 2019; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

#### UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by

**EXHIBIT D**

20061024-0005136

Fee: \$41.00  
M/C Fee: \$25.00

10/24/2006 14:48:22  
T20060188595

Requestor:  
FIRST AMERICAN TITLE COMPANY OF NEVADA

Charles Harvey DOM  
Clark County Recorder Pgs: 28

FIRST AMERICAN TITLE COMPANY

Assessor's Parcel Number:  
124-31-225-010  
After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING  
P.O. Box 10423  
Van Nuys, CA 91410-0423  
Prepared By:  
KELSEY L. ROGERS  
~~Recording Requested By:~~  
L. SPIRO

COUNTRYWIDE HOME LOANS, INC.

2595 W. CHANDLER BLVD  
CHANDLER  
AZ 85224

[Space Above This Line For Recording Data]

3107289 00015130205910006  
[Escrow/Closing #] [Doc ID #]  
**DEED OF TRUST**  
MIN 1000157-0007394962-6

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

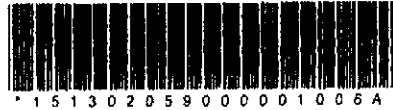
NEVADA-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 16

6A(NV) (0507) CHL (11/05)(d)

VMP Mortgage Solutions, Inc.

Form 3029 1/01



RAW

DOC ID #: 00015130205910006

(A) "Security Instrument" means this document, which is dated OCTOBER 16, 2006, together with all Riders to this document.

(B) "Borrower" is  
ROBERT ALLEN WALLS, A SINGLE MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is  
COUNTRYWIDE HOME LOANS, INC.

Lender is a  
CORPORATION

organized and existing under the laws of NEW YORK  
4500 Park Granada MSN# SVB-314

Calabasas, CA 91302-1613

(D) "Trustee" is  
RECONTRUST COMPANY, N.A.

225 WEST HILLCREST DRIVE, MSN TO-02  
THOUSAND OAKS, CA 91360

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated OCTOBER 16, 2006. The Note states that Borrower owes Lender

TWO HUNDRED TWENTY NINE THOUSAND and 00/100

Dollars (U.S. \$ 229,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

RAW



# EXHIBIT E

20061207-0005623

Fee: \$15.00  
N/C Fee: \$0.00

12/07/2006 16:13:23  
T20060215303

Requestor:  
RECONTRUST COMPANY NA

Charles Harvey BGN  
Clark County Recorder Pas: 2

2

Tax ID: 124-31-225-010

**SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE**

WHEREAS, ROBERT ALLEN WALLS

was the original Trustor, under that certain Deed of Trust dated 03/01/2004 and recorded 03/05/2004, as Instrument or Document No. 20040305-03187, in Book 20040305, Page 3187, of Official Records of the County of CLARK, State of Nevada.

WHEREAS, the undersigned, Impac Funding Corporation, as the present Beneficiary(s) under said Deed of Trust hereby substitutes a new Trustee, ReconTrust Company, N.A., under said Deed of Trust, and ReconTrust Company, N.A. as Trustee under said Deed of Trust does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by Trustee under said Deed of Trust.

Dated: 11/21/2006

New Trustee:  
ReconTrust Company, N.A.

By: Kathy Cochran  
Kathy Cochran  
Assistant Secretary

Current Beneficiary:  
Impac Funding Corporation

By: Peter Lopez  
Peter Lopez  
Assistant Secretary

DOCID#000620258792005N

Mail tax statements and  
When recorded return to:  
ROBERT ALLEN WALLS  
3940 Laurel Canyon Blvd # 926  
Studio City, CA 91604

Recording Requested By:  
ReconTrust Company, N.A.  
1330 W. Southern Ave.  
MS: TPSA-88  
Tempe, AZ 85282-4545  
(800) 540-2684

**EXHIBIT F**

20070523-0002382

Fee: \$14.00

N/C Fee: \$0.00

05/23/2007

12:18:00

T20070093694

Requestor:

STONEWOOD GROUP LLC THE

Debbie Conway

JYB

Clark County Recorder

Pgs: 1

Prepared by & return to:  
The Stonewood Group, LLC  
3937 Sunset Blvd., Ste. I  
West Columbia, SC 29169  
Attn: C. Johnson

LOAN #: 1103146589

APN#: 12431225010

MAIL TAX STMTS TO: Impac Funding Corporation  
1401 Dove Street, #100  
Newport Beach CA 92660

STATE OF: NEVADA

COUNTY OF: CLARK

#### ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of good and valuable considerations, the receipt of which is hereby acknowledged, **MORTGAGE LOAN SPECIALISTS, INC.**, does hereby sell, transfer, assign and set over to **IMPAC FUNDING CORPORATION**, a Deed of Trust executed by **ROBERT ALLEN WALLS, A SINGLE MAN**, dated 3/1/2004, and recorded in Book/, Page/, Document #/20040305-03187 in the Records Office of **CLARK County, NEVADA**, on 3/5/2004, together with the indebtedness secured thereby.

LEGAL DESCRIPTION: AS DESCRIBED IN AFORMENTIONED DEED OF TRUST

PROPERTY ADDRESS: 5222 PIONEER CABIN COURT, , NORTH LAS VEGAS, NV, 89031

LOAN AMOUNT: \$171,500.00

IN WITNESS WHEREOF, the said **MORTGAGE LOAN SPECIALISTS, INC.**, has caused this conveyance to be signed by **MATTHEW MOUA**, its **AUTHORIZED SIGNATORY**, thereunto duly authorized.

**MORTGAGE LOAN SPECIALISTS, INC.**

BY: **MATTHEW MOUA**, AUTHORIZED SIGNATORY  
FOR MORTGAGE LOAN SPECIALISTS, INC.

STATE OF: CALIFORNIA

COUNTY OF: ORANGE

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, the within named **MATTHEW MOUA**, who is **AUTHORIZED SIGNATORY** for **MORTGAGE LOAN SPECIALISTS, INC.**, who acknowledged that s/he signed and delivered the foregoing instrument on the date named herein as the act and deed of said corporation, s/he having been duly authorized so to do.

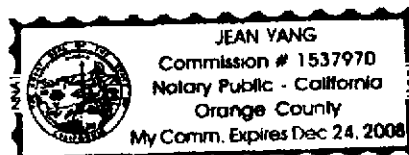
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the 3/15/2007.

Notary Public:

Jean Yang  
JEAN YANG

My commission expires:

12/24/2008



# EXHIBIT G

Inst #: 201008170003372

Fees: \$14.00

N/C Fee: \$25.00

08/17/2010 03:29:04 PM

Receipt #: 488339

Requestor:

FIDELITY NATIONAL DEFAULT S

Recorded By: BGN Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

FIDELITY NATIONAL

RECORDING REQUESTED BY:

RECONTRUST COMPANY, N.A.

AND WHEN RECORDED MAIL DOCUMENT TO:

BAC Home Loans Servicing, LP  
400 COUNTRYWIDE WAY SV-35  
SIMI VALLEY, CA 93065

TS No. 09-0091459

TITLE ORDER#: 090454787

APN 124-31-225-010

**CORPORATION ASSIGNMENT OF DEED OF TRUST NEVADA**

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:  
BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 10/16/2006,  
EXECUTED BY: ROBERT ALLEN WALLS, A SINGLE MAN, TRUSTOR: TO RECONTRUST  
COMPANY, N.A., TRUSTEE AND RECORDED AS INSTRUMENT NO. 0005136 ON 10/24/2006, IN  
BOOK 20061024, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF CLARK  
COUNTY, IN THE STATE OF NEVADA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST.

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE  
MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS  
ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: August 16, 2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC.

State of: Texas

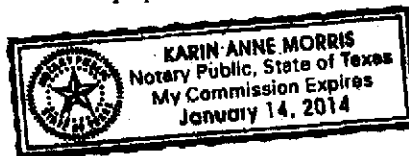
County of: Tarrant

BY: Jessica Wiley

Jessica Wiley, Assistant Secretary

On 8/16/2010 before me Karin Morris, personally appeared Jessica Wiley  
Asst Sec, know to me (or proved to me on the oath of DL or through  
DL) to be the person whose name is subscribed to the foregoing instrument and  
acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.  
Witness my hand and official seal.

Karin Morris  
Notary Public's Signature



**EXHIBIT H**

From: David Upton <David.Upton@impaccompanies.com>  
To: 'raw247la@aol.com' <raw247la@aol.com>  
Subject: RE: Hi, its Robert Walls - 1103146589 5222 Pioneer Cabin Court, North Las Vegas, NV 89031  
Date: Fri, Jan 7, 2011 5:06 pm

Robert -

Most interestingly, the loan originated in May 2004 (date of Note March 5, 2004) prior to the Jan 2004 date on which the loan came from about the time when you applied for the loan, rather than when it originated (i.e. was signed, recorded, and funds disbursed), although I do remember us discussing this in a meeting at that time that is correct.

To correct one misconception, you state that loan # 1103146589 originated with us in March-2004. We did not originate the loan, it was originated by Mortgage Loan Specialist, Inc. (aka Innovative Mortgage Capital LLC) as your loan documents show. Here is a clip from the Note showing they were the

**I. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received I promise to pay US \$49,000.00 (this amount will be called "principal") plus interest to the order of the Lender. The Lender is MORTGAGE LOAN SPECIALISTS, INC., A CALIFORNIA CORPORATION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

We did review the loan and agreed to purchase it, which we did later in March 2004, about two weeks after your loan was of record. That is why the

**NOTE**

Loan # 04020119

Mortgage Loan Specialist, Inc. (aka Innovative Mortgage Capital LLC)

I have no information for you on your loan 151302059. That format does not match our system and I only find one account when I search our records for that number (which I believe is not the loan in question because per Page 20 of the 151302059 Note, the originator was clearly a company, not an individual).

I have no idea who you applied to, where you got the money from, or what company you applied to, I'll leave that to you.

From: raw247la@aol.com [mailto:raw247la@aol.com]  
Sent: Friday, January 07, 2011 4:22 PM  
To: David Upton  
Subject: Re: Hi, its Robert Walls - 1103146589 5222 Pioneer Cabin Court, North Las Vegas, NV 89031

Hi David,

Thank you so much for sending me the information below. I believe I understand what transpired now.

Even though it does not state who assigned the Loan to you in your info below, it begins to make sense if you look at the attachment I have sent to you in this email.

First I believe the Loan, # 1103146589 originated with you sometime in March 2004 as it state in the attached assignment recorded with Clark County Recorder and not Jan. 2004, (I say I believe because I do not have that info, you do). But do I believe Impac Funding Corp. did receive the the Loan, # 1103146589 from Mortgage Loan Specialist Inc. sometime around March 2004.

But as you can see on the recording of this Doc. I sent to you in the attachment, they Mortgage Loan Specialist did not record this assignment with the Clark County Recorder, till May 23, 2007, more than 3 years later, which of course is very confusing.

And the Loan # 151302059, which I also inquired about, was my new Loan (I refinanced, under my name Robert Allen Walls) that superseded the Loan we are discussing.

Question, does it state in your records that the said Loan in question originated with Impac Funding Corp. in Jan. 2004?

Again thank you for your attention to this matter.

Best regards,  
Robert Walls

-----Original Message-----

From: David Upton <David.Upton@impaccompanies.com>  
To: 'raw247la@aol.com' <raw247la@aol.com>  
Cc: Denise Anderson <Denise.Anderson@impaccompanies.com>  
Sent: Thu, Jan 6, 2011 4:03 pm  
Subject: RE: Hi, its Robert Walls - 1103146589 5222 Pioneer Cabin Court, North Las Vegas, NV 89031

Mr. Walls -

Countrywide (now Bank of America) was paid in full on our system on 10-26-06. I have included a screen print below showing the \$0.00 Principal Balance on the loan. The loan was paid in full on 10-26-06 (page 20 of the Note).

Due to a quirk in our system, which drops the third digit of the account number (always a zero), the 113146589 shown is the same as the 1103146589 you have indicated below.



EVENT TRACKING GENERAL LOAN INFORMATION		PAGE 1 OF 2	
LOAN NUMBER	113146589	OTHER LOAN NUMBER	
SERVICER	2605	BANK OF AMERICA	
PURCHASE NUMBER	38	IMPAC CMB 2004-3	
SERVICER LOAN NUMBER		62025879	
LOAN CHARACTERISTICS			
PRINCIPAL BALANCE		0.00	
PART PRINCIPAL		0.00	
DUE DATE		01-NOV-2006	
LAST SERVICER CUTOFF		26-OCT-2006	
LOAN TYPE	13	FIRST CONV. 10 PM	
MATURITY DATE		01-APR-2034	
PAYMENT HOLD FLAG			
PROPERTY TYPE	10	DIMINIMUS PUD	
RECOURSE CODE	1	WITHOUT RECOURSE	
APPRAISED VALUE		245000.00	
STREET	E222	PIONEER CABIN COURT	
CITY	NORTH LAS VEGAS		
STATE	NV	NEVADA	89031
COUNTY	3	CLARK	
SERIES LOAN #			
DEFAULT CONTROL STATUS			
LOAN STATUS	2	PAYOFF: NATURAL	
LOAN STATUS DATE		26-OCT-2006	
FORECLOSURE STATUS			
POST FORECLOSURE STATUS			
REO PROPERTY NUMBER			
DEFAULT STATUS			
BANKRUPTCY STATUS			
DAYS DELINQUENT		5	
MONTHS DELINQUENT		3	
PRIMARY MORTGAGE INSURANCE			
COVERAGE TYPE			
COVERAGE AMOUNT		0	
CARRIER			
CERTIFICATE #			
MASTER POOL INSURANCE			
COVERAGE TYPE			
COVERAGE AMOUNT			
CARRIER			
CERTIFICATE #			

Record: 1/1 List of Values <OSC> <DBG>

Since we had discussed our strict adherence to the privacy laws, I am surprised that you included a request for information on an unaffiliated loan #151302059. I have not and cannot find any info on this.

David

**From:** raw44/a@aol.com [mailto:raw44/a@aol.com]  
**Sent:** Thursday, January 06, 2011 3:16 PM  
**To:** David Upton  
**Subject:** Hi, its Robert Walls

Hi David,

Nice speaking with you, if you would be so kind to forward me the information you have on the said Loan ( # 1103146589).it would be much appreciated. Question do you have any knowledge of Impac Funding Corp. holding the Deed of Trust/ Loan, on Loan # 151302059. Thank you again for your attention to this matter.

Best regards,  
Robert Walls

818-261-9474

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Attention: This e-mail message is privileged and confidential. If you are not the intended recipient please delete the message and notify the sender. Any views or opinions presented are solely those of the author.